

REMARKS

This Application has been carefully reviewed in light of the Office Action mailed June 1, 2005. Applicants appreciate the Examiner's consideration of the Application. Applicants respectfully request reconsideration and favorable action in this case in view of the following remarks.

Section 103(a) Rejections

The Examiner rejects Claims 1-8, 10-16 and 18-29 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,671,737 to Snowden et al. ("*Snowdon*") in view of U.S. Patent No. 6,038,601 to Lambert et al. ("*Lambert*"). Applicants respectfully traverse these rejections for the reasons discussed below.

"To establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations." MPEP § 2143.

With reference to the independent Claims 1, 24 and 27, Applicants respectfully submit that the Examiner has not provided the required evidence of a motivation to combine *Snowdon* and *Lambert*. As mandated by the federal circuit, "a factual inquiry whether to combine references must be thorough and searching." *In re Sang-Su Lee*, 277 F.3d 1338, 1343 (Fed. Cir. 2002). Any "conclusory statements . . . do not adequately address the issue of motivation to combine." *Id.* The Examiner simply states at page 3 of the Office Action that:

"it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of *Snowden et al* and *Lambert et al* for the purpose of generating expiration indications pertaining to the content while provisioning retrieval of the content from the source when the content at the server is either unavailable or not up-to-date and implement a usage of a browser for communicating the requests and content in the system, because it provides a modification to the data access services of the system by allowing for access to the original source when the content of a server is unavailable."

However, the Examiner's statement ("by allowing for access to the original source when the content of a server is unavailable") is merely a conclusory statement that does not adequately address the issue of motivation to combine. The Examiner offers no technical reasoning as to how these references could be combined and, if combined, would be successfully combined. Thus, Applicants respectfully submit that the Examiner's reasoning surely cannot be said to be thorough and searching.

In any event, Applicants submit that one of ordinary skill in the art at the time the invention was made would not be motivated to combine *Snowden* and *Lambert* because *Snowden* is directed towards a decentralized network system for the transfer and exchange of messages between nodes. As indicated at column 8, lines 8-12, *Snowden*'s "network 100 includes message distribution and exchange that occurs in a distributed and decentralized way. This approach is less complex and expensive than a traditional network, which would provide a centralized mechanism for updating all iButtons over a wire network." In addition, "messages are only exchanged directly between devices using the receptor or very short range IR or RF transmission." (*Snowden*, column 8, lines 19-21). *Lambert* on the other hand, is directed towards a traditional centralized network that includes a method and apparatus for storing and delivering information over the Internet and using Internet technologies. (*Lambert*, abstract). Furthermore, *Lambert* states nothing about the use of IR or RF technology.

Therefore, Applicants submit that one having ordinary skill in the art would not be motivated to combine *Snowdon* and *Lambert*. Thus, a *prima facie* case of obviousness has not been established and independent Claims 1, 24 and 27 are allowable for at least this reason.

In addition to being allowable for the above reasons, independent Claims 1, 24 and 27 are also allowable because each and every limitation of these claims is not taught or suggested by the *Snowdon-Lambert* combination. For example, referring to independent Claim 27, the Examiner states at pages 2 and 3 of the Office Action that *Snowden* teaches various limitations of Claim 27 as indicated by the bullet points. Each of these bullet points contain one or more cites to *Snowden* that span multiple paragraphs or pages of *Snowden*. However, Examiner does not explain why or how these cites teach the limitations alleged.

For example, the Examiner at page 2 of the Office Action states that *Snowden* teaches “subscribing an origin server to a data center” and cites to various portions of *Snowden* such as the abstract, nearly the full summary, and column 11, line 66 through column 12, line 31. However, the Examiner does not point out which element of *Snowden* is the origin server and which element is the data center. As referenced in *Snowden*, and indicated best by Figure 1, there is a first node, second node, and a hive. At columns 11 and 12 of *Snowden* the first nodes, second nodes, and hive are described in detail and none of these descriptions indicate that any of these items are or could be an origin server.

In addition, as indicated at page 3 of the Office Action, the Examiner points to multiple locations in *Snowden* to teach “receiving at a data center manager, before expiration of the dynamic content item, a data change message from a trigger associated with the dynamic content item.” Again, Examiner does not point out in any of these locations within *Snowden* which element he considers to be the data center manager. According to Claim 27, an expiration command is generated at the data center manager in response to the data change message. Again, the Examiner points to multiple locations within *Snowden* to teach this limitation; however, to best of Applicant’s knowledge, there is no data center manager associated with any of the elements of *Snowden* and, furthermore, there is no generating of expiration command in response to a data change message.

Snowden does include messages that include content and each of these messages includes an expiration date (see column 10, lines 53-59); however, the message itself (i.e., the pollen) merely includes an expiration date that is not generated in response to a change in the content of the message.

In addition, Examiner alleges that the limitation “updating an expiration time of the dynamic content item in accordance with the expiration command” is taught by *Snowden*. However, the portions of *Snowden* cited to by the Examiner does not indicate any updating of an expiration date.

For at least these additional reasons, independent Claims 1, 24, and 27 are not rendered obvious by the *Snowden-Lambert* combination. Reconsideration and favorable action are respectfully requested.

Dependent Claims 2-8, 10-16, 18-23, 25-26 and 28-29 are also not rendered obvious by the *Snowdon-Lambert* combination proposed by the Examiner because they include the limitations of their respective base claim as well as additional limitations that further distinguish *Snowdon* and *Lambert*. Reconsideration and favorable action are respectfully requested.

CONCLUSION

Applicants have made an earnest attempt to place this case in condition for allowance. For at least the foregoing reasons, Applicants respectfully request full allowance of all the pending claims.

If the Examiner believes a telephone conference would advance prosecution of this case in any way, the Examiner is invited to contact Thomas A. Beaton, the Attorney for Applicants, at the Examiner's convenience at (214) 953-6464.

Although Applicants believe no fees are due, the Commissioner is hereby authorized to charge any fees or credit any overpayments to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,

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